



# MANUFACTURERS HANOVER LEASING CORPORATION

30 ROCKEFELLER PLAZA, NEW YORK, N. Y. 10020

October 29, 1979

9-3044033

RECORDATION NO. 10548 A Filed 1425

OCT 31 1979 - 12 55 PM

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Interstate Commerce Commission  
Interstate Commerce Building  
12th and Constitution, Avenue, N. W.  
Washington, D. C. 20423

INTERSTATE COMMERCE COMMISSION

CC Washington, D. C.

Dear Sir:

I enclose for recordation, pursuant to Section 20(c) of the Interstate Commerce Act, one (1) executed original and two (2) certified copies of documents supplementary to a Master Equipment Lease between Manufacturers Hanover Leasing Corporation, 30 Rockefeller Plaza, New York, New York 10020 as Lessor, and Maryland & Pennsylvania Railroad Company, 490 East Market Street, York, Pennsylvania 17403, as Lessee, which Master Equipment Lease was recorded with the Interstate Commerce Commission at 4:40 p. m., on June 20, 1978, and assigned recordation No. 10548. The documents enclosed herewith consist of 1) A Bill of Sale from Maryland & Pennsylvania Railroad Company; 2) An Acceptance Supplement supplementary to the above-referenced Master Equipment Lease; and 3) Exhibit A to the Acceptance Supplement.

The transaction represented by the enclosed documents is a Lease between Lessor and Lessee of the following items of Equipment:

Thirty (30), Seventy- (70) ton, 50' ft., 6" Single-sheathed, underframe Boxcars, Road Nos. MPA37796 through MPA37799, inclusive and MPA7800 through MPA7825.

Very truly yours,

MANUFACTURERS HANOVER  
LEASING CORPORATION

*Peter A. Lopatin*

Peter A. Lopatin  
Attorney

PAL:bh

Enclosures

RECEIVED  
OCT 31 12 49 PM '79  
FEDERAL OPERATIONS BR.

*Countersigned: Harold A. Jackson*

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**10/31/79**

**OFFICE OF THE SECRETARY**

**Peter A. Lopatin, Atty  
Manufacturers Hanover Leasing Corp.  
30 Rockefeller Plaza  
New York, N.Y. 10020**

**Dear**

**Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on **10/31/79** at **12:55pm**, and assigned recordation number(s).

**10548-A**

**Sincerely yours,**

*Agatha L. Mergenovich*  
**Agatha L. Mergenovich  
Secretary**

**Enclosure(s)**

RECORDATION NO. 10548-A Form 1423

OCT 31 1979 - 12 55 PM

INTERSTATE COMMERCE COMMISSION

CERTIFICATE OF TRUE COPY

I have compared the attached copies of that certain Bill of Sale and Acceptance Supplement with Exhibit A between Maryland & Pennsylvania Railroad Company and Manufacturers Hanover Leasing Corporation dated October 18, 1979 and October 26, 1979, respectively, with the originals thereof, and I certify that such copies are true and correct copies of such Agreement.

Peter A. Lopatin

Notary Public

PETER A. LOPATIN  
Notary Public, State of New York  
No. 31-4662799  
Qualified in New York County  
Commission Expires March 30, 1980

ACCEPTANCE SUPPLEMENT

Supplement No. 2 to Master Equipment Lease No. \_\_\_\_\_

Commencement Date June 28, 1979; Expiration Date June 28, 1994

THIS ACCEPTANCE SUPPLEMENT is executed and delivered by MANUFACTURERS HANOVER LEASING CORPORATION ("Lessor") and Maryland and Pennsylvania Railroad Company ("Lessee") pursuant to and in accordance with the Master Equipment Lease (the "Agreement") dated June 12, 1979, between Lessor and Lessee. Terms defined in the Agreement shall have their defined meanings when used herein.

A. The Equipment covered by this Acceptance Supplement consists of the following items:

<u>QTY.</u>	<u>MANUFACTURER/MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>COST</u>
_____	<u>SEE EXHIBIT A</u>	_____	_____	_____
_____	_____	_____	_____	_____

which Equipment is the subject of: (a) Lessee's (Lessor's) Requisition No. \_\_\_\_\_ and/or Purchase Order No. 4718/79 <sup>dated</sup> and/or (b) an invoice from \_\_\_\_\_ to Lessee (Lessor) Invoice No. \_\_\_\_\_, Invoice Date October 18, 1979.

B. Lessee confirms that said Equipment has been delivered to it, duly assembled and installed in good working order and condition,

C. Lessee hereby: (a) confirms that said Equipment is of the size, design, capacity and manufacture selected by it; (b) confirms that the Equipment meets the provisions of any purchase order pursuant to which Lessor has acquired title thereto; and (c) irrevocably accepts said Equipment as-is, where-is, for all purposes of the Agreement as of the Commencement Date set forth above.

D. The term of lease of said Equipment under the Agreement shall commence as of the Commencement Date set forth above, and, unless earlier terminated pursuant to the provisions of the Agreement, shall expire on the Expiration Date set forth above.

E. As rent for said Equipment throughout the term of lease referred to in the preceding Paragraph D, Lessee shall pay to Lessor in accordance with the terms of the Agreement the sum of \$1,984,517.76, payable in 180 consecutive monthly installments of \$\*                      each, on the        day of           , commencing November, 1979, to and including, October, 1994. \*Payments 1 thru 24 shall be \$11,466.96 and payments 25 thru 180 shall be \$10,957.12.

F. All of the provisions of the Agreement...

F. All of the provisions of the Agreement are hereby incorporated by reference in this Acceptance Supplement to the same extent as if fully set forth herein.

APPROVED AND AGREED TO by the parties hereto as of the Commencement Date set forth above.

Attest

State of Pennsylvania ss:  
County of York

Subscribed and sworn to before  
me, a notary public in and for  
the State and County aforesaid,  
this 26th day of October, 1979.

Notary Public

MY COMMISSION EXPIRES  
JANUARY 31, 1981  
YORK, YORK COUNTY, PA.

LESSEE: Maryland and Pennsylvania  
Railroad Company ...

The Undersigned affirms that he is duly authorized to execute and deliver this Acceptance Supplement on behalf of Lessee.

By:

Title:

LESSOR: MANUFACTURERS HANOVER  
LEASING CORPORATION

By:

Titles

State of New York )

52

County of New York)

Subscribed and sworn to before  
me, a notary public in and for  
the State and County aforesaid,  
this 29th day of October, 1979.

Notary Public

PETER A. LOPATIN  
Notary Public, State of New York  
No. 31-4632769  
Qualified in New York County  
Commission Expires March 30, 1978

EXHIBIT A

Exhibit A to that certain Acceptance Supplement dated to that certain Master Lease Agreement dated June 12, 1979, by and between MANUFACTURERS HANOVER LEASING CORPORATION ("MHLC") and MARYLAND AND PENNSYLVANIA RAILROAD ("Lessee").

<u>Boxcar Serial No.</u>	<u>Invoiced Cost</u>
4 boxcars - MPA 37796 through MPA 37799, inclusive	\$130,880.00
26 boxcars - MPA 7800 through MPA 7825, inclusive	\$850,720.00
	<u>\$981,600.00</u>

MANUFACTURERS HANOVER  
LEASING CORPORATION

MARYLAND AND PENNSYLVANIA  
RAILROAD COMPANY

By: J. P. Maran

By: Herman Lazarus

Title: J. P.

Title: President

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Maryland and Pennsylvania Railroad with its principal place of business at York, Pennsylvania (Seller), for and in consideration of the sum of Nine Hundred Eighty-One Thousand, Six Hundred Dollars, (\$981,600.00), lawful money of the United States of America, to it paid by: Manufacturers Hanover Leasing Corporation, 30 Rockefeller Plaza, New York, New York 10020, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey, and deliver unto the said Purchaser, its successors and assigns, all of the following goods, chattels, and property, to-wit:

30 - 70-Ton, 50'6" SINGLE SHEATHED,  
RIGID UNDERFRAME BOXCARS, ROAD NOS.  
MPA 37796 THROUGH MPA 37799 INCLUSIVE  
AND MPA 7800 THROUGH MPA 7825 INCLUSIVE

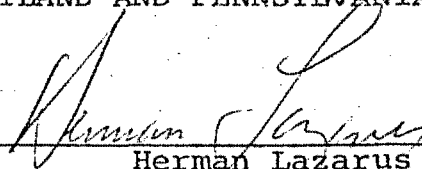
TO HAVE AND TO HOLD the said goods, chattels, and property unto the said Purchaser, its successors and assigns, to and for its own use forever.

The Seller warrants to the Purchaser, its successors and assigns, that the title to the said goods, chattels, and property hereby vested in the Purchaser is free and clear from all liens and encumbrances of every kind and that it has full and lawful authority to grant, bargain, sell, and convey as aforesaid and that it will, and will cause its successors and assigns to, warrant and defend the said goods, chattels, and property unto the Purchaser against the claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Seller has caused its corporate seal to be affixed and has caused these presents to be executed in its behalf by its authorized signatory, and attested this 18th day of October, 1979.

MARYLAND AND PENNSYLVANIA RAILROAD

By



Herman Lazarus  
President

Attest:

By

